

* * § 362 INFORMATION COVER SHEET * *

Edwin E. Guzman

09-33030-BAM

DEBTOR

Case No:

MOTION #:

America First Federal Credit Union, assignee of Community One Federal Credit Union

MOVANT

CHAPTER: 13

Certification of Attempt to Resolve the Matter Without Court Action:

Moving counsel hereby certifies that pursuant to the requirements of LR 4001(a)(2), an attempt has been made to resolve the matter without court action, but movant has been unable to do so.

Date: 3-22-10

Signature:

Attorney for Movant

PROPERTY INVOLVED IN THIS MOTION: 2008 Mercedes-Benz CLK550 Cabriolet

NOTICE SERVED ON: Debtor(s) ☒; Debtor(s)' counsel ☒; Trustee ☒;

DATE OF SERVICE: March 22, 2010

MOVING PARTY'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

DEBTOR'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st \$55,349.63

2nd

3rd

4th

Other:

Total Encumbrances: \$55,349.63

1st

2nd

3rd

4th

Other:

Total Encumbrances:

APPRAISAL or OPINION as to VALUE:

\$44,700.00

APPRAISAL or OPINION as to VALUE:

TERMS of MOVANT'S CONTRACT
with the DEBTOR(S):

Amount of Note: \$64,999.90

Interest Rate: 9.20%

Duration: 72 mos. effective 9/02/08

Payment per Month: \$1,182.64

Date of Default: 11/02/09

Amount in Arrears: \$5,791.30

Date of Notice of Default:

SPECIAL CIRCUMSTANCES:Pre and post petition default. Lack of adequate protection.
Co-Debtor.**DEBTOR'S OFFER of "ADEQUATE**
PROTECTION" for MOVANT:**SPECIAL CIRCUMSTANCES:**

SUBMITTED BY: Gary L. Compton, Esq.

SUBMITTED BY:

SIGNATURE:

Gary L. Compton, Esq.
Nevada Bar No. 1652
2950 E. Flamingo Rd., Ste. L
Las Vegas, NV 89121
(702) 383-0026
Fax No. (702) 383-5962
Attorney for America First Federal
Credit Union, assignee of Community
One Federal Credit Union
E-mail: glc@comptonlaw.org

E-Filed on 3/22/2010

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re	)	CASE NO.	BK-S-09-33030-BAM
	)	CHAPTER	13
EDWIN E. GUZMAN,)		
	)	MOTION FOR RELIEF FROM	
	)	STAY RE: AUTOMOBILE AND	
	)	CO-DEBTOR	
Debtor.	)	Motion No:	
	)	Hearing Date:	4/27/2010
	)	Hearing Time:	1:30 p.m.
	)	Estimated Time:	10 minutes

I

STATEMENT OF FACTS

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and 28 U.S.C. § 157.

2. The 11 U.S.C. § 362 Information Sheet is attached hereto and incorporated herein by this reference.

3. The Debtor filed a Chapter 13 petition on December 8, 2009.

4. Movant, America First Federal Credit Union, assignee of Community One Federal Credit Union, holds a secured interest in a 2008 Mercedes-Benz CLK550 Cabriolet, Vehicle Identification No. WDBTK72F68T099806 (the "collateral"). The vehicle is collateral for an obligation memorialized by a contract and security agreement. The contract required monthly payments of \$1,182.64 commencing September

2, 2008 and consecutively thereafter for a total of 72 payments on a principal balance of \$64,999.90. The annual interest rate was 9.20% per year. True and correct copies of the contract and Certificate of Title are attached hereto as **Exhibits "A" and "B"**.

5. Although the fair market value has not been established under 11 U.S.C. § 506, it is alleged by Movant to be \$44,700.00.

6. As of March 17, 2010, the Debtor owes Movant the balance of \$55,349.63.

7. The Debtor is \$5,791.30 in arrears since November 2, 2009.

8. The Debtor proposed a plan that pays Movant directly by the Co-Debtor.

9. Doris M. Guzman is also on the contract and title.

STATEMENT OF AUTHORITIES

II

A. THIS COURT SHOULD GRANT RELIEF FROM THE STAY FOR CAUSE

America First Federal Credit Union, assignee of Community One Federal Credit Union requests that this Court grant relief from the automatic stay. 11 U.S.C. § 362(d) provides in part that:

On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay-

(1) for cause, including the lack of adequate protection of an interest in property of such party in interest; . . .

* * *

. . .

. . .

1 The Debtor is in default on the contract obligations with
 2 Movant, and has proposed a plan that pays Movant directly by the Co-
 3 Debtor. There is no equity in the vehicle and Movant is not
 4 adequately protected. This is cause for this Court to terminate the
 5 stay.

6 B. THIS COURT SHOULD TERMINATE THE CO-DEBTOR STAY

7 The Debtor is in default of the confirmed plan, and has proposed
 8 a plan that pays Movant directly by the Co-Debtor. Pursuant to 11
 9 U.S.C. § 1301(c), this Court may terminate the co-debtor stay under
 10 to 11 U.S.C. § 1301(a) where the co-debtor received consideration for
 11 the claim and plan filed by the debtor does not to pay for the full
 12 claim. The Co-Debtor received consideration by executing the
 13 Contract. The Debtor proposed a plan that pays Movant directly by
 14 the Co-Debtor. There is cause to terminate the Co-Debtor stay as to
 15 Doris M. Guzman.

16 III

17 CONCLUSION

18 For these reasons, this Court should grant America First Federal
 19 Credit Union, assignee of Community One Federal Credit Union relief
 20 and terminate the automatic stay under 11 U.S.C. § 362, 11 U.S.C. §

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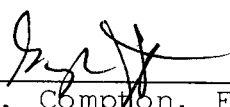
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1 1301, the stay under B.R. 4001(a)(3). A copy of the proposed order is
2 attached as **Exhibit "C"**.

3 DATED this 22 day of March, 2010.

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5 
6 Gary L. Compton, Esq.
7 Nevada Bar No. 1652
8 2950 E. Flamingo Rd., Ste. L
9 Las Vegas, NV 89121
10 Attorney for America First Federal
11 Credit Union, assignee of Community
12 One Federal Credit Union
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SIMPLE INTEREST VEHICLE CONTRACT AND SECURITY AGREEMENT

SECTION A:

Buyer's Name(s): EDWIN ENRIQUE GUSMAN
Name: DORIS M GUSMAN
Address: 4377 MESA HILL DR
City: LAS VEGAS **County:** CLARK
State: NV **Zip:** 89147
Phone: (702) 364-2700
Block No.: [REDACTED] **Basement:** [REDACTED] **Date:** 07/19/08

247059
CREDITOR: FLETCHER JONES IMPORTS
Address: 7300 W SAHARA AVE
City: LAS VEGAS **County:** CLARK
State: NV **Zip:** 89117
Phone: (702) 364-2700

SECTION B: DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH-IN-LENDING ACT

Your payment schedule will be:

ANNUAL PERCENTAGE RATE	The cost of your credit as a yearly rate:	Number of Payments	Amount of Payments	When Payments Are Due
9.20 %		72	1182.64	MONTHLY BEGINNING SEPTEMBER 2, 2008

FINANCE CHARGE The dollar amount the credit will cost you: \$ 20150.18

Amount Financed The amount of credit provided to you or on your behalf: \$ 64999.90

Total of Payments The amount you will have paid after you have made all payments as scheduled: \$ 85150.08

Total Sales Price The total cost of your purchase on credit, including your down payment of \$ 10000.00: \$ 85150.08

Insurance: Credit life insurance, credit disability insurance and credit cancellation are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Term	Signature(s)
Credit life:	\$ N/A		I want credit life insurance: <input checked="" type="checkbox"/> <i>[Signature]</i>
Joint credit life:	\$ N/A		We want joint credit life insurance: <input checked="" type="checkbox"/> <i>[Signature]</i>
Credit disability:	\$ N/A		I want credit disability insurance: <input checked="" type="checkbox"/> <i>[Signature]</i>
Credit life and disability:	\$ N/A		I want credit life and disability insurance: <input checked="" type="checkbox"/> <i>[Signature]</i>
Joint credit life and disability:	\$ N/A		We want joint credit life and disability insurance: <input checked="" type="checkbox"/> <i>[Signature]</i>
Credit cancellation coverage (CAP coverage):	\$ N/A	N/A	I want credit cancellation coverage (CAP coverage): <input checked="" type="checkbox"/> <i>[Signature]</i>

You may obtain property insurance from anyone you want that is acceptable to the Creditor above if you get the insurance from the Creditor you will pay \$ N/A and the cost of the insurance will be N/A.

Security: You are giving a security interest in the goods or property being purchased.

☐ Other (Check if applicable):

Filing fee \$ N/A

Section C: ITEMIZATION OF AMOUNT FINANCED

1. Vehicle Selling Price \$ 61980.00
 Plus: Documentary Fee \$ 400.00
 Plus: Emission Inspection Fee \$ 10.00
 Plus: Other (LAW) \$ 870.00
 Plus: Other (TITLE) \$ 1,575.00
Taxable Selling Price \$ 64985.00

2. Total Sales Tax \$ 5026.65

3. Amounts Paid to Public Officials:
 a. Title Fee \$ 20.25
 b. Registration Fee \$ N/A
 c. Other (N/A) \$ N/A
TOTAL OFFICIAL FEES (Add 3a through 3c) \$ 20.25

4. Plus Other Charges:
 a. Extended Service Contract \$ 9600.00
 b. Driveway Permit \$ N/A
 c. Other (TIRE) \$ 885.00
 d. Other (BDR) \$ 485.00
Total OTHER CHARGES (Add 4a through 4d) \$ 5065.00

5. Total Cash Sales Price (Add 1 through 4) \$ 74999.90

6. Gross Trade-In Allowance \$ N/A

Net Trade-In Allowance \$ 0.00

7. Down Payment (Other Than Net Trade-In Allowance):
 a. Trade-In Sales Tax Credit \$ N/A
 b. Cash \$ 10000.00
 c. Manufacturer's Rebate \$ N/A
 d. Other (N/A) \$ N/A
Down Payment (Add 7a through 7d) \$ 10000.00

8. TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE (Add 6 and 7) \$ 10000.00

9. UNPAID BALANCE OF CASH SALES PRICE (Subtract 8 from 5) \$ 64999.90

10. Plus Optional Insurance Charges:
 a. Credit Life Insurance Premium
 Paid to (N/A) Term (N/A) \$ N/A
 b. Credit Disability Insurance Premium
 Paid to (N/A) Term (N/A) \$ N/A
 c. Credit Cancellation Coverage (CAP Coverage)
 Paid to (N/A) Term (N/A) \$ N/A
 d. Credit Insurance
 Paid to (N/A) Term (N/A) \$ N/A

11. Other Amounts Financed:
 a. N/A
 Paid to (N/A) \$ N/A
 b. N/A
 Paid to (N/A) \$ N/A

12. TOTAL AMOUNT FINANCED (Add 9, 10 and 11) \$ 64999.90

*Seller may rebate or replace a portion of this amount.

SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

This contract is made this 19 (day) of JULY (month) of 2008, between you, the Buyer(s) shown above, and us, the Seller shown as Creditor above, having been quoted a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B above); you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as "Collateral"):

New or Used: NEW Year and Make: 08 MERCURY

Series: 2550 Body Style: 3.0 3.7 No. Cyl: 4

If truck, ton capacity: 1/2

Manufacturer's Serial Number: MD81X71P6AT098806

Use for which purchased: ☒ Personal ☐ Business ☐ Agriculture

INCLUDING:

<input type="checkbox"/> Sun/Moon Roof	<input type="checkbox"/> Air Conditioning	<input type="checkbox"/> Automatic Transmission
<input type="checkbox"/> Power Steering	<input type="checkbox"/> Power Door Locks	<input type="checkbox"/> Power Seats
<input type="checkbox"/> Power Windows	<input type="checkbox"/> Tire Wheel	<input type="checkbox"/> Vinyl Top
<input type="checkbox"/> Cigarettes	<input type="checkbox"/> Cruise Control	<input type="checkbox"/> Anti-Lock Brakes
<input type="checkbox"/> Compact Disc Player		

Color: 040 Code: Yves Lic. No.

You, severally and jointly, promise to pay us the Total of Payments (shown in Section B above) according to the Payment Schedule (also shown in Section B above), until paid in full, together with interest after maturity at the Annual Percentage Rate disclosed above.

You agree that payment, you grant to us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessories to and proceeds of the Collateral. Instances in which we or our assignee are named as beneficiary or payee, including any proceeds of such insurance or maturity of uncollected proceeds, or both, are assigned to additional security for the obligation and any other obligation created in connection with this sale. We, our successors and assigns, hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interest and assignments granted by you in this contract.

Address where Collateral will be located:

Street: 4377 MESA HILL DR City: LAS VEGAS

County: CLARK State: NV 89147

Your address after receipt of possession of Collateral:

Street: 4377 MESA HILL DR City: LAS VEGAS

County: CLARK State: NV 89147

NOTICE OF RESCISSION RIGHTS

If buyer signs here, the notice of rescission rights on the reverse side is applicable to this contract.

Buyer's Signature X *[Signature]*

Co-Buyer's Signature X *[Signature]*

STATE DISCLOSURE REQUIREMENTS: The provisions of Section B and Section C above are incorporated into this agreement for purposes of state disclosure requirements.

Additional Terms and Conditions: The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference.

OPTION: You pay no Finance Charge if the Total Amount Financed, Item No. 12, Section C, is paid in full on or before the (day) of (month) of (year).

SELLER'S INITIALS:

SECTION E: NOTICE TO BUYER

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The text of the preceding two paragraphs is set forth below in Spanish.

Si usted está comprando un vehículo usado mediante esta contrato según la descripción del vehículo arriba, la ley federal puede exigir que en la ventanilla del vehículo se exhiba una guía especial para el comprador.

LA INFORMACIÓN QUE USTED VE EN LA FORMULA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMULA DE VENTANILLA OVERRIDES CUALQUIER PROVISION CONTRARIA EN EL CONTRATO DE VENTA.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN COPY OF THIS CONTRACT AND THE ABOVE DISCLOSURE AT THE TIME OF SIGNING.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN SECTION C ABOVE.

EXHIBIT A

Buyer X *[Signature]* Date: 07/19/08 Co-Buyer X *[Signature]* Date: 07/19/08

Creditor: FLETCHER JONES IMPORTS Date: 07/19/08 By: *[Signature]* Title: SALES

ORIGINAL LENDHOLDER

(Simple Interest)

Simple Interest Contract: This is a simple interest contract. The Finance Charge, Total of Payments and Payment Schedule set forth in the disclosure on the reverse side may differ. The first payment may differ depending upon the dates payments are received and events which occur after this contract is made. For example, early payments will have the effect of reducing your final payment, while late payments will cause your final payment to be higher. Your guarantee requires you to pay the final payment on the close due, which payment will be equal to all unpaid sums due under this contract, even if the amount of the final payment differs from the amount of the final payment disclosed on the reverse side hereof.

[illegible]

By your payment to our credit card processor, you agree to pay a convenience charge equal to the lesser of 2.5% or 8 percent of any installment in default for more than 10 days. If you default as described in the preceding paragraph and we enter this contract for collection to an attorney who is not our salaried employee or a salaried employee of the holder of this contract, you will pay reasonable attorney's fees plus court costs, and responsible collection costs to the extent not prohibited by law.

We warrant that we have no knowledge of a covered party under the Uniform Commercial Code. If the cash price on the reverse hand is \$1,000 or more, we will pay any deficiency incurred in a sale after repossession.

Overseas of the United States. We warrant that we have no claim, claims or circumstances in the Collateral except for the security interest you grant by this contract to us and you further warrant that you have executed the Collateral for one relating to this contract.

Location and Use of Collateral. You agree to notify us in writing of any change of your address or other information relevant to the collateral.

have received our written contract, you may not take the Colossalis out of the State shown in Section D of the attached contract, or alter substantially the design, construction, or other features of the Colossalis, or you may not sell, lease or otherwise dispose of the Colossalis or any part of it to any person. You will comply with all laws, ordinances, regulations and orders relating to the Colossalis. You will keep the Colossalis in good condition and will not alter or substantially modify it or conceal it. You will not allow any other person to use the Colossalis besides the security interest granted to us under this contract.

Taxpayer: You are responsible for and will pay when due all taxes and assessments levied on the Collateral. If you fail to do so, we may pay any such tax or assessment on your behalf. An amount equal to that which we paid will be added to the Total of Payments then owing and you will be charged a finance charge on the amount we paid at the highest lawful contract rate.

[illegible]

LIABILITY INSURANCE IS NOT REQUIRED BY THIS CONTRACT. YOU HAVE THE RIGHT TO CHOOSE THE PERSON THROUGH WHOM LIABILITY INSURANCE IS TO BE OBTAINED.

Credit Life Insurance, Current Spouse or Company: If you are insured by a credit life insurance policy, or a credit life insurance policy owned by your current spouse or company, you agree to pay for such insurance at the premium shown in Section 8.

NO WARRANTIES, SELLER MAKES NO REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE COLLATERAL OR WHETHER THE COLLATERAL IS SUITABLE OR FIT FOR THE PARTICULAR PURPOSE INTENDED UNLESS SELLER HAS DONE SO IN THIS CONTRACT OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY US AS ORIGINAL SELLER OF THE COLLATERAL. HOWEVER, IF SELLER MAKES AN EXPRESS WARRANTY, THEN SUCH WARRANTY, IF A SEPARATE WRITTEN AGREEMENT SIGNED BY SELLER OR, WITHIN 90 DAYS AFTER THE DATE OF THIS CONTRACT, ENTERS INTO A SERVICE CONTRACT WITH THE BUYER THAT APPLIES TO THE COLLATERAL, THE EXCLUSION OF IMPLIED WARRANTIES SET FORTH IN THIS PARAGRAPH DOES NOT EXCLUDE ANY IMPLIED WARRANTIES THAT MAY EXIST WITH RESPECT TO THE COLLATERAL DURING THE TERM OF THE CONTRACT OR AGREEMENT IN WHICH THE EXPRESS WARRANTY IS MADE.

NOTICE: Any notice we have to give you pursuant to the Uniform Commercial Code will be reasonable if we mail it to your address shown in Section D in the section entitled "Your Address After Payment of Prepayment or Collection" at least 5 days before the event with respect to which notice is required.
There is of the Escrower: You understand that all payments that are required must be made on the day due.

Assignment of Warrant: In this contract the words "you" and "your" means each and all those who sign this contract as Buyers or Co-Buyers, and their heirs, executors,

Governing Law: This contract has been delivered in the State of Creator's place of business and will be governed by the laws of that State and applicable federal law.

Entire Agreement: Whenever possible each provision of this contract shall be interpreted so that it is valid under applicable law, but if any provision is prohibited or invalid, the remaining provisions of this contract will continue to be valid.

to verify your cash and assign the contract. In consideration of the Seller agreeing to deliver the vehicle, you agree that if this Seller is unable to assign the contract, it is a financial institution with whom the Seller regularly does business pursuant to terms of assignments acceptable to the Seller; the Seller may also be restricted the contract, if the Seller elects to extend the contract, the Seller shall, within 15 days after the date of the contract, give you notice of the rescission. Such notice shall be deemed

SALE TO YOU. Upon receipt of such notice, you shall immediately return the vehicle to the Seller in the condition in which you received it and the contract shall be deemed rescinded. The Seller agrees, upon rescission of the contract, to return to you all consideration received in connection with the contract, including any trade-in vehicle. (4) If the vehicle is not immediately returned to the Seller after giving notice of the Seller's election to rescind the contract, you are liable to the Seller for all expenses incurred by the Seller in obtaining possession of the vehicle, including attorney's fees, and the Seller has the right to sue you for the cost of the vehicle and for any other expenses incurred by the Seller in connection with the contract. The Seller shall not be liable for any loss of or damage to the vehicle until it is returned to you. You are immediately responsible for all reasonable repair charges incurred by any damage to the vehicle while it is in your possession or under your control that results until the vehicle is returned to the Seller.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle on the reverse side, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

[illegible][illegible][illegible]

RECOUPMENT. Seller absolutely and unconditionally guarantees the prompt payment of either the total unpaid amount of the contract and any accrued interest or such other amount agreed to by Seller and Assignor in a separate agreement, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller agrees all defenses arising by reason of any failure to give notice of acceptance of this guaranty or default of Buyer, or arising by reason of any extinction of time given to Buyer, or by reason of any failure by Assignor to pursue Buyer or the Collateral or other property of Buyer or to resort to other source or remedies which may be available, and waived any and all defenses arising out of the guaranty relationship.

By: _____
Date: _____

[illegible]

Author: _____ By: _____
Date: _____ Date: _____

LIMITED ENDORSEMENT: In the event of default by Buyer before Buyer shall have paid the first _____ installments under the foregoing contract, Assignee may remain the creditor to Seller and Seller agrees, upon tender of such acknowledgment and in consideration thereof to pay to Assignee without an unjust balance of the contract and all accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as an offset as of the date of payment, depreciation and reasonable attorney's fees incurred in the collection of said amount. Seller agrees to defend against all claims asserted by reason of its failure to pay full notices of acceleration or demand for payment or delay of payment, or in making by reason of any delivery of goods to Buyer, or by rejection of any goods delivered to Buyer pursuant to the Contract or after termination of the contract, or in making by reason of any security or remedies which may be available, and Seller warrants that no other defenses shall otherwise have been avoided.

By: [Signature]
Date: 11-1-11

WITHOUT RECOURSE: This assignment shall be without recourse against Seller except for such obligations incurred prior to the assignment date.

File: 71A 125 Date: 7-28-68
 Use No. 880-002 (2-6-67)

10

STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE

VIN WDBTK72F68T099806	YEAR 2008	MAKE MERZ	MODEL C5L	VEHICLE BODY PCV	TITLE NUMBER NV [REDACTED]
DATE ISSUED 08/14/2008	ODOMETER MILES 42	FUEL TYPE G	SALES TAX PD	EMPTY WT	GROSS WT
VEHICLE COLOR	ODOMETER BRAND				GVWR
	ACTUAL MILES			BRANDS	

OWNER(S) NAME AND ADDRESS

GUZMAN EDWIN ENRIQUE
GUZMAN DORIS M
4377 MESA HILL DR
LAS VEGAS NV 89147-5057

OR

LIENHOLDER(S) NAME AND ADDRESS

COMMUNITY ONE FEDERAL CREDIT UNION
2699 N TENAYA WAY
LAS VEGAS NV 89128-0427

LIENHOLDER(S) RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:

SIGNATURE OF AUTHORIZED AGENT _____ DATE _____

PRINTED NAME OR COMPANY STAMP _____



FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.
The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer _____

Nevada Driver's License Number or Identification Number _____

☐ AND
☐ OR

Printed Full Legal Name of Buyer _____

Nevada Driver's License Number or Identification Number _____

Address _____ City _____ State _____ Zip Code _____
I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.
☐ NO TENTHS
☐ The mileage stated is in excess of its mechanical limits.
☐ The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY. Exempt - Model year over 8 years old.

ODOMETER READING _____

Signature of Seller(s)/Agent/Dealership _____

Printed Name of Seller(s)/Agent/Dealership _____

I am aware of the above odometer certification made by the seller/agent. ☐

Dealer's License Number _____

Date of Sale _____

Signature of Buyer _____

Printed Full Legal Name of Buyer _____

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

CONTROL NO. [REDACTED]

RD-2 (Rev. 1/06)

(THIS IS NOT A TITLE NO.)

ALTERATION OR ERASURE VOIDS THIS TITLE

EXHIBIT B

▼	FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):			
FIRST REASSIGNMENT DEALER ONLY	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number <input type="checkbox"/> AND <input type="checkbox"/> OR	
	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number	
	Address	City	State	Zip Code
	I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.			
	<input type="checkbox"/> NO <input type="checkbox"/> TENTHS		<input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY <input type="checkbox"/> Exempt - Model year over 9 yrs. old.	
	ODOMETER READING			
Signature of Seller(s)/Agent/Dealership		Printed Name of Seller(s)/Agent/Dealership		
I am aware of the above odometer certification made by the seller/agent. <input type="checkbox"/>		Dealer's License Number _____ Date of Sale _____		
Signature of Buyer		Printed Full Legal Name of Buyer		
▼	FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):			
SECOND REASSIGNMENT DEALER ONLY	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number <input type="checkbox"/> AND <input type="checkbox"/> OR	
	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number	
	Address	City	State	Zip Code
	I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.			
	<input type="checkbox"/> NO <input type="checkbox"/> TENTHS		<input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY <input type="checkbox"/> Exempt - Model year over 9 yrs. old.	
	ODOMETER READING			
Signature of Seller(s)/Agent/Dealership		Printed Name of Seller(s)/Agent/Dealership		
I am aware of the above odometer certification made by the seller/agent. <input type="checkbox"/>		Dealer's License Number _____ Date of Sale _____		
Signature of Buyer		Printed Full Legal Name of Buyer		
▼	FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):			
THIRD REASSIGNMENT DEALER ONLY	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number <input type="checkbox"/> AND <input type="checkbox"/> OR	
	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number	
	Address	City	State	Zip Code
	I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.			
	<input type="checkbox"/> NO <input type="checkbox"/> TENTHS		<input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY <input type="checkbox"/> Exempt - Model year over 9 yrs. old.	
	ODOMETER READING			
Signature of Seller(s)/Agent/Dealership		Printed Name of Seller(s)/Agent/Dealership		
I am aware of the above odometer certification made by the seller/agent. <input type="checkbox"/>		Dealer's License Number _____ Date of Sale _____		
Signature of Buyer		Printed Full Legal Name of Buyer		
LIEN	LIENHOLDER TO BE RECORDED			
	Printed Full Legal Name of Lienholder		FEIN _____	
	(If no lienholder write "NONE")			
	Address	Street	City	State Zip Code

ALTERATION OR ERASURE VOIDS THIS TITLE

Gary L. Compton, Esq.
 Nevada Bar No. 1652
 2950 E. Flamingo Rd., Ste. L
 Las Vegas, NV 89121
 (702) 383-0026
 Fax No. (702) 383-5962
 Attorney for America First Federal
 Credit Union, assignee of Community
 One Federal Credit Union
 E-mail: glc@comptonlaw.org

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re	)	CASE NO. BK-S-09-33030-BAM
	)	CHAPTER 13
)	
EDWIN E. GUZMAN,	)	ORDER TERMINATING AUTOMATIC
	)	STAY RE: AUTOMOBILE AND
	)	CO-DEBTOR
)	
Debtor.	)	Motion No. :
	)	Hearing Date: 4/27/2010
	)	Hearing Time: 1:30 p.m.
)	

America First Federal Credit Union, assignee of Community One
 Federal Credit Union, by and through counsel, Gary L. Compton, Esq.,
 filed a Motion for Relief from Stay Re: Automobile and Co-Debtor on
 March 22, 2010. The motion and notice thereof were duly noticed and
 the matter came on for hearing on April 27, 2010 at 1:30 p.m., and
 there being no pleading or appearance made in opposition to, a copy
 of this order was served with the motion, and good cause therefore
 appearing;

EXHIBIT C

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the stay and co-
2 debtor stay under 11 U.S.C. § 362, 11 U.S.C. § 1301, and B.R. 2008
3 Mercedes-Benz CLK550 Cabriolet, Vehicle Identification No.
4 WDBTK72F68T099806.

5
6 IT IS SO ORDERED this _____ day of April, 2010.
7
8

9 Submitted By:
10

11 _____
12 Gary L. Compton, Esq.
13 Nevada Bar No. 1652
14 2950 E. Flamingo Rd., Ste. L
15 Las Vegas, NV 89121
16 Attorney for America First Federal
17 Credit Union, assignee of Community
18 One Federal Credit Union
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1 LR 9021(c)(1) Certification:2 In accordance with LR 9021, counsel submitting this document certifies as
3 follows (check one):4 ☐ The court has waived the requirement of approval under LR 9021.5 ☐ This is a Chapter 7 or 13 case, and either with the motion, or
6 at the hearing, I have delivered a copy of this proposed order to all
7 counsel who appeared at the hearing, any unrepresented parties who appeared
8 at the hearing, and each has approved or disapproved the order, or failed
9 to respond, as indicated below [list each party and whether the party has
10 approved, disapproved, or failed to respond to the document]:11 ☐ This is a chapter 9, 11, or 15 case, and I have delivered a copy
12 of this proposed order to all counsel who appeared at the hearing, any
13 unrepresented parties who appeared at the hearing, and each has approved or
14 disapproved the order, or failed to respond, as indicated below [list each
15 party and whether the party has approved, disapproved, or failed to respond
16 to the document]:17 ☐ I certify that I have served a copy of this order with the
18 motion, and no parties appeared or filed written objections.

13	<u>Party</u>	<u>Approved</u>	<u>Disapproved</u>	<u>Failed to Respond</u>
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